

SOLICITATION FOR OFFERS

for the Redevelopment of the Western Portion of Square 494, Lot 28
and Square 495, Lot 102

Fourth / Sixth and E Streets, SW, Washington, D.C.



Issued by:

The Government of the District of Columbia
Office of the Deputy Mayor for Planning and Economic Development
The John A. Wilson Building
1350 Pennsylvania Ave NW Suite 317
Washington, D.C. 20004
<http://dcbiz.dc.gov/>

Responses due by: August 15, 2008

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APPENDICES

Available for review at the ODMPED website (<http://dcbiz.dc.gov>):

- A. Parcels A and B Block Maps
- B. Square 494 Site Plan
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- D. Standby, Irrevocable Form Letter of Credit
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1. PROJECT OFFERINGS

The Government of the District of Columbia (“District”), through the Office of the Deputy Mayor for Planning and Economic Development (“ODMPED”) working with the Office of Property Management (“OPM”), issues this Solicitation for Offers (“Solicitation”) to promote development opportunities involving two (2) District-owned assets. Highly-qualified development teams (“Offerors”) that may demonstrate experience and financial capacity sufficient to ground lease (or purchase if proposing for-sale housing) and successfully develop the following parcels are encouraged to respond to this Solicitation.

1. *Development Opportunity, Parcel A* – 34,193 sf on the western side of Square 494, Lot 28, fronting 6th Street, SW between School and E Streets, SW which is currently improved with a 2-story fire station building occupied by Fire Engine Company 13. The eastern portion of Square 494 occupying 67,674 sf of Lot 28 is planned for the construction of the District of Columbia’s new 240,000 gross square feet Consolidated Forensic Laboratory (“CFL”) building. This eastern portion of Square 494 is currently improved with an office building occupied by the Metropolitan Police Department (“MPD”) First District headquarters; and
2. *Development Opportunity, Parcel B* – Square 495, Lot 102 (currently vacant) with 19,187 sf fronting on 4th Street, SW between E Street, SW and the Southwest / Southeast Freeway.

The District prefers to make one award to a single Offeror. The award may include two (2) separate agreements, one for each of the opportunities described above. However, at the District’s option, in its sole and absolute discretion, the District may award either development opportunity separately.

Responses to this Solicitation are due by **August 15, 2008 at 5:00 pm EST**.

2. DISTRICT AGENCY SPACE REQUIREMENTS

The ODMPED and the OPM share the responsibility for the replacement of a 22,000 usable square foot (“usf”) fire station for Engine Company 13. As outlined herein, and as part of and subsequent to this Solicitation, the District will consider multiple space scenarios providing for the Engine Company 13 replacement station. Any Offer which does not provide for the replacement fire station shall be deemed Non-Responsive and shall be removed from further consideration of award.

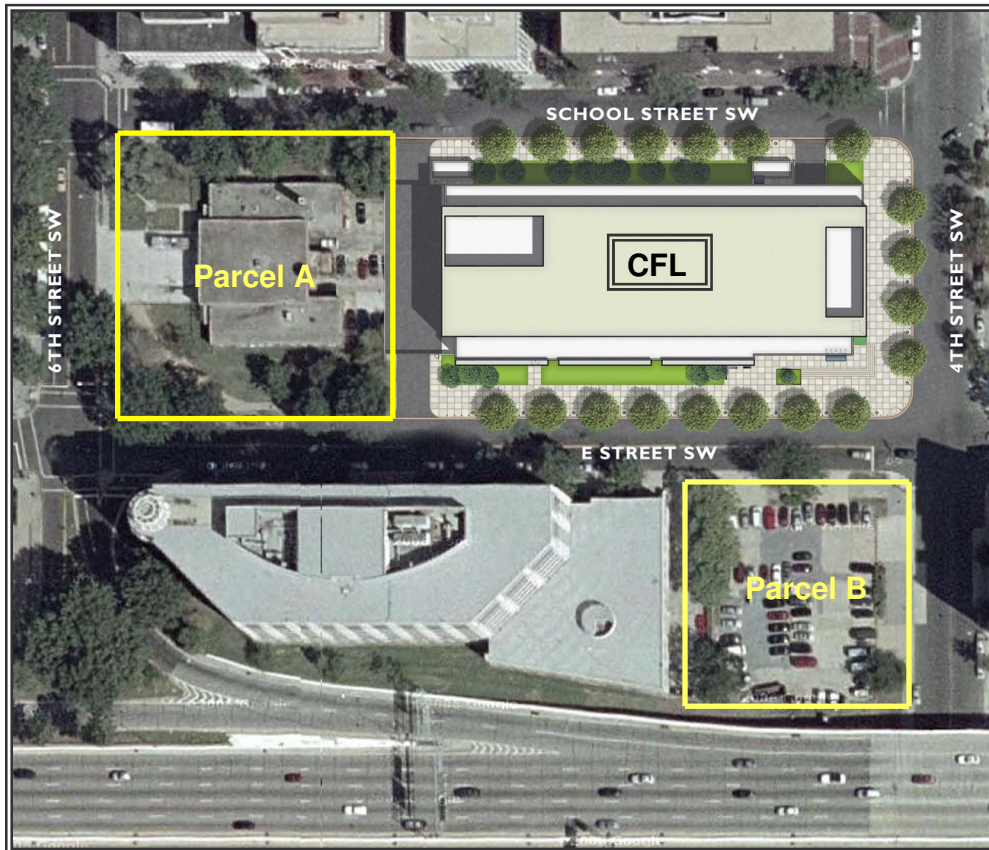
2.1 Fire and Emergency Medical Services (FEMS)

The basic fire station requirements are as follows: 1) the new station must be located within two to three blocks of the existing Engine Company No. 13 facility; 2) the new facility must be comprised of approximately 22,000 usf; and 3) Engine Company 13 must be **continuously operated through the construction process**. Some of the basic FEMS Fire Station design requirements include: 1) a minimum of three (3) bays with bay doors of at least 14 feet by 14 feet; 2) 70 feet deep with a minimum 18 foot ceiling truck bays; 3) floor load capacity able to accommodate the heaviest apparatus (which weighs 75,000 pounds); and 4) a requirement that 26 parking spaces are dedicated to the Engine Company 13 station. While it is preferred that all of FEMS’s new fire stations have drive-thru bays, it is recognized that this will not be possible if the Offeror proposes to rebuild the new station on Square 495, Lot 102. (See appendices for additional information). Please note that FEMS Fire Station requirements are subject to modification.

Applicable Preconditions. The Offeror, in conjunction with FEMS, will manage the design and construction of the public components, i.e. the fire station, within any proposed development; therefore, construction of the public components will be required to comply with, or obtain waivers from, applicable District procurement law and regulations. Offeror must submit, as part of its proposal, a detailed budget for the construction of the public components. All design and budgeting of the public components will be subject to District approval through a designated representative.

3. PARCELS AVAILABLE FOR DEVELOPMENT

An aerial photograph of the site is included below identifying the CFL building and Parcels A and B, respectively. Please also see the appendices for more site information regarding the CFL and Parcels A and B.



3.1 Western Portion of Square 494, Lot 28 (Parcel A)

Of the total site area for Square 494, Lot 28 of 101,957 sf, the CFL site encompasses 67,764 sf on the eastern side with the remainder of 34,193 sf available for this development opportunity. (Lot 28 shall be subdivided prior to execution of the Ground Lease or settlement.) Parcel A is bound by 6th, School and E Streets, SW and the west side of the future CFL building site. The site is currently improved with Engine Company 13's Fire Station (Tower 10) and 6th Battalion (Medic unit 13, Truck 10, Foam Units 1 & 2, Twin Agent Unit 1 – Ambulance 13) (together the "Fire Station"). Redevelopment of this site requires replacement of the Fire Station at the Offeror's sole expense. **Continuous operation of Engine Company 13 is required. Either a temporary or permanent facility, acceptable to and in the sole discretion of the District and FEMS, for Engine Co. 13 may be proposed, provided said location is within a two to three block radius of Engine Company 13's current location.**

3.1.1 Consolidated Forensic Laboratory (CFL)

The CFL is a 287,000 gsf building where the District will consolidate portions of the MPD forensic lab, Office of the Chief Medical Examiner, and Department of Health public health lab. The CFL is located on the eastern portion of Square 494, comprising 67,764 sf of land area. This portion of Square 494, currently occupied by the MPD District 1 offices, is targeted to be vacated no later than January 2009.

In February of 2008, OPM awarded the construction management service contract for the CFL. OPM will be issuing a solicitation in the summer of 2008 to procure the services of a general contractor to perform the demolition of the MPD District 1 buildings and construction of the CFL. Construction of the CFL is scheduled to commence in the first quarter of 2009 and delivery is expected in the summer of 2011. Access to the building, including the two levels of below grade parking, will be separate and independent from Parcel A.

The OPM is currently in the process of procuring owner representative construction management services for this project and the selected Offeror(s) will be required to coordinate site demolition, construction and development with the selected construction management awarded to avoid interference or disruption of the CFL construction. At all times during construction on the solicited sites, access to the CFL Loading dock area must be maintained and appropriate measures to protect the loading dock from construction debris must be taken.

3.2 Square 495, Lot 102 (Parcel B)

Square 495, Lot 102 is comprised of a 19,187 sf vacant lot at the intersection of 4th and E Streets, SW and is bounded by the Southwest / Southeast Freeway to the south and a privately owned office building to the west. Parcel B is currently leased by the District to a parking operator for use as a surface parking lot. Aforementioned lease contains a termination clause that allows the District to terminate the lease with appropriate notice at the District's sole discretion if the site is required for redevelopment into use other than a commercial parking facility. The lot is also currently utilized by neighborhood groups (e.g. parishioners of St. Dominick's Church).

3.3 Parcel Ownership

Square 494, Lot 28 is owned in fee by the District of Columbia and Square 495, Lot 102 is owned in fee by the District of Columbia as successor-in-interest, by operation of law, to the Redevelopment Land Agency Revitalization Corporation ("RLARC"). The properties offered may be either conveyed or leased in "as-is" condition, without warranty by the District as to physical condition of the land or structures. Notwithstanding prior studies available for Offeror review (see appendices), the District makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any development. Each Offeror should draw its own conclusions concerning conditions that may affect the methods or cost of development. **Offerors shall be responsible for all pre-development (including demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management and other site preparations) and development costs for the properties. Developer must proceed with predevelopment work upon selection.**

The selected Offeror(s) will be responsible at their sole cost and liability for any environmental remediation that may be associated with removal of existing site improvements or other site preparation.

3.4 Land Use and Zoning

Squares 494 and 495 are both currently zoned C-3-C which allows for the development of office, retail, housing or a mix of these uses to maximum lot occupancy of 100% subject to the density limits shown below. Fourth Street, SW is 110 feet wide which would allow a building up to 130 feet in height. Sixth Street, SW is 100 feet wide which would allow a building up to 120 feet. (Note: As currently planned, the CFL building is 6-stories and 90 feet in height.)

The DC Municipal Zoning Regulations, Section 1709.21 states:

In the New Downtown, North Capitol, Capitol South and Southwest receiving zones, the maximum permitted height shall be that permitted by the Act to Regulate the Height of Buildings in the District of Columbia, approved June 1, 1910 (36 Stat. 452, as amended; D.C. Code, 2001 Ed. §§ 6-601.01 to 6-601.09 (formerly codified at D.C. Code §§ 5-401 to 5-409 (1994 Repl. & 1999 Supp.))), and the maximum permitted FAR shall be 10.0 for buildings permitted a height of one hundred thirty feet (130 ft), and 9.0 for buildings permitted a lesser height.

A. Parcel A (Western Portion of Square 494, Lot 28)

	Matter-of-Right	Planned Unit Development	PUD with TDR's
FAR	6.5	8.0	9.0
Height	90 ft	120 ft	120 ft

B. Parcel B (Square 495, Lot 102)

	Matter-of-Right	Planned Unit Development	PUD with TDR's
FAR	6.5	8.0	10.0
Height	90 ft	130 ft	130 ft

Offerors should review all applicable District of Columbia Zoning regulations while preparing their offers. It is the responsibility of the Offeror to confirm current and allowable zoning prior to submitting its Offer. Please refer to Title 11 of the District of Columbia Municipal Regulations ("DCMR") for a complete list of zoning provisions and requirements.

Offerors shall comply with all federal and District laws, and consider the District's policy goals and requirements. In particular, development plans shall take into consideration the goals of the District of Columbia Comprehensive Plan which can be viewed online at: www.planning.dc.gov. Inquiries regarding the Comprehensive Plan and zoning issues shall be directed to:

Jennifer Steingasser
D.C. Office of Planning ("OP")
Deputy Director for Development Review and Historic Preservation
801 N. Capitol Street, NE
Suite 4000
Washington DC 20002
jennifer.steingasser@dc.gov
202-442-8808

Finally, adherence to the District of Columbia's Green Building Act of 2006 D.C. Official Code 6-1451.01 et seq. (2007) is required. The proposed project shall meet all requirements of the aforementioned Act for District owned and/or disposed properties as well as any LEED certification requirements for the construction, rehabilitation and/or renovation of D.C. public assets.

3.5 Pricing

Through this Solicitation, the District intends to stimulate economic development through a long term ground lease of Parcels A & B based upon the highest and best use for each parcel. The only exception for which the District would entertain a sale of either or both of the parcels shall be if the Offeror proposes the construction of 'for-sale' development uses.

Offerors must provide four Offers:

- 1) Development of Parcel A, Square 494, with an **unsubordinated ground lease** with lump sum lease payment at lease signing.
- 2) Development of Parcel A, Square 494, with a **subordinated ground lease** with lump sum lease payment at lease signing.
- 3) Development of Parcel B, Square 495, with an **unsubordinated ground lease** with lump sum lease payment at lease signing.
- 4) Development of Parcel B, Square 495, with a **subordinated ground lease** with lump sum lease payment at lease signing.

Assumptions regarding replacement of the Fire Station should be incorporated, explicitly detailed, and accounted for separately, as applicable, in the Offeror's development proposals. Furthermore, the selected Offeror(s) is expected to fund the total development cost including all construction and design costs in connection to the replacement Fire Station. The new Fire Station will be delivered turn-key to the District. A detailed budget for the fire station must be included in the Offer. Please refer to Appendix E, available for review at the ODMPED website (<http://dcbiz.dc.gov>), for Fire Station design requirements.

4. STAKEHOLDER AND COMMUNITY OUTREACH / REQUIREMENTS

Short-listed Offerors (as identified in accordance with Section 7.1 of this Solicitation) will be required to present their development plan(s) to the local community and ANC (6D-01) for feedback. Preference will be given to Offerors who most thoroughly address the Community Preferences and Community Benefits Priorities outlined below:

Community Preferences

1. Preference will be given to Offerors that show in detail in their proposal as to how they will provide adequate parking to ensure that parking conditions in the neighborhood will not be adversely impacted by the proposed developments;
2. Preference will be given to Offerors that provide construction schedules outlining proposed phasing of the construction and a strategy for minimizing the impact of construction on the surrounding community;
3. Preference will be given to Offerors that provide neighborhood serving retail space within their proposed development concepts.
4. Preference will be given to Offerors that hire residents from the neighborhood to work on the project, as described by a detailed apprenticeship and hiring plan.
5. Preference will be given to Offerors that include Ward 6 businesses for the project.
6. Preference will be given to Offerors that accommodate the parking needs of neighborhood groups, assuming such needs are after normal business hours and/or on weekends.

Community Benefits Priorities

Preference will be given to Offerors who address the following community benefits as prioritized by the community of ANC 6D:

1. Community Center.

The community placed the highest priority on having a community center in the one of the new developments. The community center may provide approximately 750 rsf of meeting space. The center also may provide services such as (a) a workforce-development center; (b) a community-based mentoring service; (c) courses in life skills (as well as work skills); (d) internships for neighborhood youth; (e) a wellness center; (f) a daycare center; (g) pre-school and after-school youth programs; and (g) corporate-sponsored arts. A community center could take space in more than one building, making up a community-center campus.

2. Housing (if applicable).

Mixed-income housing including homeownership opportunities for ANC 6D residents is preferred.

3. Neighborhood-Serving Retail.

Offerors are encouraged to program neighborhood-serving retail into their proposals. Furthermore, Offerors who propose to provide a program to support neighborhood retail by providing consulting, training, and other resources for starting new businesses and who set aside retail space specifically for Ward 6-owned and Ward 6-operated retail will be given preference.

4. Other Priorities.

(a) Environment. Offerors will be required to adhere to the District of Columbia's Green Building Act of 2006 D.C. Official Code 6-1451.01 et seq. (2007) per section 3.4 above. In addition, preference will be given to Offerors that propose recycling strategies.

(b) Youth and Senior Services. Preference will be given to Offerors who propose the following services: (1) training programs; (2) mentoring programs that bring together young and old; (3) support for after-school activities; and (4) special programs to target youth at risk.

5. OFFEROR SUBMISSIONS

While the District, through the ODMPED, may enter into negotiations with one or more Offeror(s) based on offers submitted in response to this Solicitation, this Solicitation does not commit the ODMPED or the District to select any Offerors or to enter into negotiations with any Offerors that may respond. The District reserves the right to reject any offer, or part of an offer, it deems incomplete or unresponsive to the submission requirements, to amend this Solicitation or to reject all offers and re-issue a Solicitation at a later date, each at its sole discretion.

After review of one or more offers, the District may request submission of additional information from some or all of the Offeror(s), at the District's sole discretion. The District may request one or more Offerors to modify its Offers, provide additional information or provide a 'Best and Final Offer' for the District's review.

Team members may participate in submissions from more than one Offeror. If an Offeror wishes to change the composition of the proposed development team at any time in the selection process after it has submitted its offer to the District, the Offeror must notify the District in writing. The District reserves the right to evaluate the proposed change to the development team and eliminate the Offeror from further consideration. The District will require similar notification and approval rights of any change to the development team following award.

6. SUBMISSION REQUIREMENTS

Responsive Offers shall meet the following requirements:

1. Proposals shall be prepared on standard 8½" x 11" letter-size paper, bound on the long side, with material on one side only and tabs to separate sections.
2. Proposals must respond to each item in the order it is presented in this Solicitation. Each item must be marked by tabs to indicate the section number.
3. Proposals must not exceed 25 pages excluding appendices.
4. Ten (10) copies of each proposal must be delivered to the ODMPED to the attention of the authorized representative listed in Section 7.3
5. Proposals must include an earnest money deposit ("deposit") in the amount of One Hundred Thousand dollars (\$100,000) in the form of a standby, irrevocable letter of credit [Appendix D]. The deposit shall secure an Offeror's bid in accordance with this Solicitation and will be held by the District until a selection of a successful offer is determined. If an Offeror's proposal is not selected, then the letter of credit shall be returned to such Offeror. If an Offeror's proposal is selected, then the letter of credit will be considered a non-refundable deposit until the Ground Lease and Development Agreement is executed. Upon selection and/or execution of a term sheet, Offeror will be required to submit an additional deposit in an amount to be determined at the sole discretion of the District. All other deposit requirements are listed in Section 7.

6.1 Offeror Team

The Offeror shall identify the following key team members of the development team:

1. Master developer (firm or joint venture partners), including the identification of the one decision making partner for the team and the day-to-day lead ,
2. Local, Small, and Disadvantaged Business Enterprise equity and development partners ("LSDBE partners"),
3. Capital sources (proposed construction and permanent lenders, major investors, and other key consultants, if any, related to the financing plan),
4. Legal counsel,
5. General contractor, and
6. Design team

At a minimum, design professionals capable of providing design services to FEMS for the replacement of the Fire Station should be identified, but inclusion of other design professionals is optional.

No other team members should be identified. For each team member, Offeror shall identify:

6.1.1 Name, address, telephone number, e-mail address, and fax number of each team member, including the identity of each principal, partner, or entity that composes such team member, and such team member's roles or titles within the entity comprising the Offeror.

6.1.2 Name, address, telephone number, e-mail address, and fax number of the representative authorized to act on behalf of the Offeror, who will be available to respond to questions or requests for additional information.

6.1.3 Identification of any affiliation or other relationship between any of the members of the Offeror and any development company, parent company, or subsidiary.

6.1.4 Identification of any personal or professional relationship among or between any members of the Offeror and any person working for, appointed to a position in, or elected to an office of the District or any entity for which there may be a conflict of interest or the appearance of a conflict. The District, in its sole discretion, reserves the right to determine a conflict of interest or the appearance thereof.

6.1.5 Satisfactory evidence, as determined in the District's sole discretion, with respect to the Offeror and its team members that all tax liabilities and other government impositions are current and that there is no ongoing litigation in which the District is a party that relates to any team member as the Offeror or to any other entity or

individual having a controlling interest in the entity (or entities) that comprise the Offeror (or, if such litigation exists, the name and civil action number of such litigation and a description of the subject matter of such litigation).

6.2 Qualifications and Experience

Offeror(s) shall identify:

6.2.1 Three (3) to five (5) relevant projects with which Offeror or its team members have had primary involvement that demonstrate success in comparably scaled urban infill development projects and provision of space for public agency user needs. For each relevant project, Offeror shall identify the following:

- a. Development team name;
- b. Project name/title;
- c. Location/address of project;
- d. Description of project: including use(s), total square footage and number of units (if applicable);
- e. Offeror's role/responsibilities for the project and structure of the development team (including joint venture description and/or documents, if applicable);
- f. Period of performance;
- g. Estimated total development costs at time of award or start of project;
- h. Actual total development costs, including all changes and exercised options;
- i. Original completion date;
- j. Current or actual completion date;
- k. The names and contact information for team members involved in the project along with a description of each party's role in the project;
- l. The names and telephone numbers of persons familiar with the development who will respond to any inquiries from the District regarding the team member's capabilities and role in each project;
- m. Illustrative materials that will help the District to evaluate the caliber, innovation and relevant experience of the development team.

6.2.2 Projects with which Offeror or its team members have had primary involvement that LSDBE joint ventures, partnerships, and/or LSDBE equity participation, including details of the levels of participation and deal structure.

6.2.3 An organization chart and a summary of qualifications of team member's senior-level staff who will be working on this project, including a description of their roles and relevant experience.

6.2.4 Status of the Offeror organization (whether a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, or a joint venture) indicating under which laws it is organized and operating, and a brief history of the organization and its principals. For any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction and a certificate of good standing showing that it is registered in the District of Columbia.

6.2.5 A copy of any written agreement or document creating any entity responding to this Solicitation. The principals, partners, or joint-venture partners who are part of the Offeror team must be eligible to transact business with the District of Columbia and in the District of Columbia.

6.2.6 A statement regarding any debarments, suspensions, bankruptcy or loan defaults on real estate development projects and/or government contracts of Offeror or any member of the development team.

6.2.7 References for the Offeror and its team members, including names, mailing addresses, e-mail addresses and telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, and development of prior projects.

6.2.8 Such other information Offeror believes will assist the District in evaluating the capabilities of the Offeror and any other team member who will be participating in the development. The District may request, if deemed necessary, additional information from the authorized representatives to facilitate the consideration of the Offeror's submissions.

6.3 Development Concept

Offerors shall identify and describe, in detail:

6.3.1 The overall concept and vision for the respective development parcels.

6.3.2 Proposed solutions, including illustrations, for the required Fire Station relocation, which account for building floor plate and height requirements and street access considerations in accordance with the FEMS Fire Station Design Requirements referenced in Appendix E.

6.3.3 A Phasing plan that describes Offeror's strategy and timing for delivering the various project development related components.

6.4 Project Implementation

Offerors shall identify and describe the following:

6.4.1 Offeror's commitment and plan to satisfy requirement to assume the risk of pre-development work for the development related components.

6.4.2 Offeror's timetable and milestones through project completion, including ability to mobilize and commence development related programming immediately upon selection. **A detailed schedule is required.**

6.4.3 Offeror's plan to ensure the continued operation of the fire station operations. **Continued operation is required.**

6.4.4 Offeror's property rights in other parcels, if any, that may be part of a proposal to relocate the fire station.

6.4.5 Offeror's time and financial commitment to guarantee to the District that Offeror's milestones will be met.

6.4.6 Offeror's approach and strategies post award to working with the community and stakeholders to ensure their meaningful involvement in the development process.

6.4.7 Offeror's plan to coordinate planning and development efforts with surrounding land areas to ensure that the Offeror's program is well-integrated into the surrounding community.

6.5 Financial Capacity, Financial Offer and Deal Structure

Offeror shall include the following:

6.5.1 A description of the financial capacity of Offeror and its team members, including, but not limited to, annual reports, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and any other material financial statements.

6.5.2 A description of the nature and share of each team member's financial investment in the acquisition and redevelopment of the properties.

6.5.3 A proposed financial structure between Offeror and the District. The Offeror should assume the following:

- a. District-owned parcels (including air rights) will be conveyed via a long term ground lease. The only exception for which the District would entertain a sale of either or both of the parcels shall be if the Offeror proposes the construction of 'for-sale' development uses.
- b. In determining economic feasibility, Offeror shall take into consideration the impact of accommodating and constructing the replacement fire station.
- c. In determining economic feasibility, Offeror shall take into account all available sources of financing or other assistance that may benefit the project;
- d. Offeror may propose either a fixed price or base price plus contingent payments to the District;
- e. Offeror may propose that the purchase price or ground rents be paid either as a lump sum or over time; and
- f. Offeror must indemnify the District against any and all development related contingencies that may impact the ultimate deal structure or benefits to the District.

6.5.4 For development related components, Offerors should include a description of:

- a. Offeror's proposed investment of equity into the project;
- b. If applicable, the methodology for determining the base price and the proposed structure of any contingent payments;
- c. If applicable, the methodology for determining the ground rent payment; and
- d. The methodology for determining the amount of future payments and the security provided to the District for such future payments in the event Offeror proposes a deferred payment of ground lease payment .

6.5.5 A proposed financing strategy for the overall proposed development, including a listing of all anticipated sources of construction and permanent financing (including interest rates, terms, promised IRRs, covenants, coverage ratios and all other relevant information). Offeror should provide sufficient detail for the District to determine the feasibility of the proposed financing plan, including:

- a. An estimate of proposed pre-development costs and statement of capacity to carry those costs, how those costs will be paid and how such costs will be factored into the financing of the project;
- b. A statement of the proposed financial structure, including penalties for lack of performance;
- c. Satisfactory evidence of the Offeror's ability to arrange financing and secure equity for the project; including commitment letters from prospective investors, and
- d. Specifics as to the sequencing of the development process, including an annual cash-flow based sources and uses schedule that accounts for the timing of the draw of funds for the project.
- e. A detailed functional proforma submitted on a CD in Microsoft Excel must include the following calculations:
 1. Return on Cost
 2. Return on Equity
 3. A detailed waterfall of profits to all capital accounts
 4. IRR

6.5.6 A detailed schedule of performance that lists each step in the development process starting from submission of the offer to final completion of the Project.

6.6 Local Small Disadvantaged Business Enterprise Participation and Certified Business Enterprise Utilization

The District is committed to ensuring significant participation and inclusion of Certified Business Enterprises ("CBEs"), in particular local, small and disadvantaged business enterprises ("LSDBEs") in the development, equity investment and contracting opportunities derived from the redevelopment of District-owned sites. Prior to the execution of the Ground Lease and Development Agreement or Land Disposition Agreement with the District, the Selected Development Team will be required to sign a Certified Business Enterprise Utilization and Participation Agreement ("CBE Agreement") with the DC Department of Small and Local Business Development ("DSLBD")

that outlines the specific equity and development participation and contracting requirements and the specific efforts the selected Development Team must make to fulfill these requirements.

DMPED and DSLBD encourage Offerors to be creative in their approach to providing for significant CBE and LSDBE participation. Because one of the primary goals of the LSDBE equity and development participation requirements is to build the local development capacity, Offers in which LSDBE participants will perform in key roles and have principal responsibilities, including, for example, serving as development executive, component developer, managing member, general partner, or construction manager for the project on one or more of its Parcels will be considered favorably along with any other arrangements that exceed the 20 percent statutory requirements for LSDBE equity and/or development participation .

Equity & Development Participation General Principles

Prior to executing the CBE Agreement, the Offeror must demonstrate to DSLBD that it satisfies the following general principles related to equity and development participation:

- a. Minimum LSDBE Participation Requirements.** Offeror(s) acknowledge and agree that businesses certified as local, small and disadvantaged business enterprises (“LSDBEs”), shall receive no less than twenty percent (20%) in equity participation and no less than twenty percent (20%) in development participation in the Project, in accordance with Section 2349a of the Small, Local and Disadvantaged Business Enterprise Development and Assistance Act, D.C. Official Code § 2-218.49a. LSDBE development partners shall have the same opportunity to participate in all development, project management, construction management, or other related fees as the master developer. LSDBE equity partners shall not be required to contribute more than 20 percent of the sponsor equity contributed to the project. ;
- b. Pari Passu Returns for LSDBE Equity Partner(s).** Offeror agrees that all LSDBE equity partners shall receive a return on investment in the project that is pari passu with all other sources of sponsor equity.
- c. Preservation of LSDBE Financial Interest.** The LSDBE partner(s)’ equity interests shall not be diluted over the course of the project, including for failure to contribute additional capital.
- d. LSDBE Risk Commensurate With Equity Position.** No LSDBE firm shall be expected to bear financial or execution requirements that are out of proportion with the LSDBE firm’s equity position in Offeror team and/or the project.
- e. Management Control and Approval Rights.** LSDBE partner(s) should have management control and approval rights in line with their equity position(s), and certain major decisions should require consent of one or more LSDBE partners or require a supermajority vote which must include one or more LSDBE partners.
- f. Inclusion and Recognition.** The master developer should consistently represent to third parties and include LSDBE partners as team members (e.g., through joint naming, advertising, branding, negotiation of debt and institutional equity financing, selection of master planners and other critical vendors, etc.).

Offeror **must** include the following:

6.6.1 A legally binding Letter of Intent (“LOI”) between master developer and the LSDBE partners that demonstrates that the LSDBE partners meet or exceed the 20% participation goal established by the D.C. Department of Small and Local Business Development (“DSLBD”). The LSDBE partners must be certified by the DSLBD and documentation showing certification must be include in the offer. In addition, Offerors shall:

- a. identify the LSDBE partners;

- b. state the percentage of equity and development participation of each LSDBE partner;
- c. describe the role and responsibilities for each LSDBE partner; and
- d. include anti-dilution provisions for the benefit of the LSDBE partners that will be applied at all stages of the project.

Offers that fail to contain a LOI or comparable legally binding agreement with LSDBE partners will be deemed “Non-Responsive” and will be withdrawn from the selection process.

6.6.2 A description of Certified Business Enterprises (“CBE”) contracting utilization for the project sufficient to demonstrate Offeror’s commitment to meet or exceed a 40% CBE utilization requirement. Prior to and as a condition of execution of any Land Disposition and Development Agreement (“LDDA”) or Ground Lease and Development Agreement (“GLDA”), the selected Offeror will be required to sign a Certified Business Enterprise Utilization and Participation Agreement with the DSLBD that outlines the specific contracting requirements and the specific efforts the selected Offeror must make to fulfill these requirements.

6.6.3 A description of successful efforts on previous projects to utilize CBEs.

6.6.4 A commitment that the selected Offeror will sign a First Source Hiring Agreement with the District’s Department of Employment Services which shall include an apprenticeship program.

6.7 Green Building

The development plan shall comply with all requirements of the District of Columbia Green Building Act of 2006 (D.C. Official §§ 6-1451.01 et seq. (2007)) as well as any LEED certification requirements for the construction, rehabilitation and/or renovation of D.C. public assets.

6.8 Conflicts of Interest

In its response to this solicitation, Offeror must represent and warrant the following to the District:

- a. The compensation to be requested, offered, paid or received in connection with this solicitation has been developed and provided independently and without consultation, communication or other interaction with any other competitor for the purpose of restricting competition related to this solicitation or otherwise.
- b. No person or entity employed by the District or otherwise involved in preparing this solicitation on behalf of the District (i) has provided any information to Offeror which was not also available to all entities responding to this solicitation, (ii) is affiliated with or employed by Offeror or has any financial interest in Offeror, (iii) has provided any assistance to Offeror in responding to this solicitation, or (iv) will benefit financially if Offeror is selected in response to this solicitation.
- c. The Offeror has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under this solicitation or any other solicitation or other contract, and Offeror has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Offeror has not and shall not offer, give or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this solicitation. As used herein, “anything of value” shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this solicitation, if any, or any other contract with the District), etc., which might tend to obligate a District employee to Offeror, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business

opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

- d. The Offeror shall report to the District directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Offeror employee, officer, agent, subcontractor, or labor official, or other person for any purpose which may be related to the procurement of this solicitation by Offeror, or which may affect performance in response to this solicitation in any way.
- e. Neither Offeror or any subcontractor or affiliate thereof, nor any employee of any of them, shall retain any material or items of any kind salvaged from the property at issue in this solicitation as memorabilia or souvenirs or otherwise.

6.9 Preferences

6.9.1 Preference will be given to Offerors with development plans that:

- a. Best comply with the FEMS requirements listed in Section 2.1;
- b. Design development programs that comprehensively address stakeholder concerns and requirements listed in Section 4; stimulate pedestrian activity and include vibrant streetscapes; and include neighborhood-serving retail;
- c. Provide opportunities for LSDBE partners and utilize CBEs.
- d. Maximize the overall economic benefit to the District, including: 1) maximizing the development envelope; 2) maximizing value to the District through land value proceeds (paid by Offeror to the District) and incremental property and sales taxes; and 3) maximizing community benefits and job creation and/or apprenticeship programs for Ward 6 residents.
- e. Include development plans and conceptual design drawings that are sufficient in detail and may be easily evaluated by the Selection Panel.
- f. Consider all applicable Federal and District laws when preparing their development plans.
- g. Propose an affordable housing component. (Please note: Housing is not a preferred use for these parcels, however, any housing proposed must include affordable housing).

6.9.2 Preference will be given to Offerors that include in their proposals employment and business opportunities for local residents and businesses. Offerors are encouraged to:

- a. Submit detailed apprenticeship programs that facilitate placing existing Ward 6 residents into employment opportunities within the Project. The commitment and strategy to develop and implement a local apprenticeship program shall be in accordance with D.C. Official Code §§ 32-1401 *et seq.* For more information on the District's Department of Employment Services (DOES) apprenticeship program, please visit the website below or contact DOES Office of Apprenticeship Information and Training.

<http://www.does.dc.gov/does/cwp/view,a,1232,q,618747.asp>

- b. Include Ward 6 neighborhood-based business opportunities. Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the Project.

6.9.3 Preference will be given to Offerors that include lead LSDBE architects on the development teams and include copies of binding LOIs between the master developer and the LSDBE architect.

6.9.4 Preference will be given to Offerors who thoroughly address the Community Preferences and Community Benefits Priorities as described in Section 4.

7. SELECTION PROCESS AND SELECTION PANEL

7.1 Selection Process

7.1.1 The District will determine, in its sole discretion, whether each offer received in response to this Solicitation is a Responsive Offer. For any offer that is considered to be non-responsive, the Offeror will be notified in writing within ten business days after the submission deadline. The decision of the District in this regard is final and will be explained to the Offeror upon request.

7.1.2 A Selection Panel will be established to review and evaluate the Responsive Offers and to select one or more of the Responsive Offers. The composition of the Selection Panel will be determined by the District, in its sole discretion. In addition, the Selection Panel may consult with professional consultants for technical assistance.

7.1.3 The Selection Panel will evaluate each Responsive Offer taking into account the information requested in this Solicitation, the goals of FEMS and the best interests of the District.

7.1.4 Based upon Solicitation responses, the District, in its sole and absolute discretion, may choose to:

- a. Request more detailed information before final Offeror(s) selection;
- b. Require oral presentations by Offerors;
- c. Select a short list of Offerors and require additional information from the short-listed Offerors;
- d. Enter into exclusive negotiations with one or more selected Offeror (s) without requesting more detailed information or selecting a short list of Offerors;
- e. Request more detailed information leading to final Offeror(s) selection;
- f. Redefine the Solicitation with respect to the treatment of the Fire Station components; or
- g. Take no action on the responses received.

Following receipt of additional information, if requested, the Selection Panel will select, in its sole and absolute discretion, one or more Responsive Offer(s), as modified or otherwise, to recommend to the Mayor, who, in his absolute discretion, may accept the Selection Panel's recommendations.

If one or more Offeror(s) is thereby chosen for commencement of negotiations, the selected Offeror(s) may be requested by the District to proceed to negotiate final terms consistent with the Offeror's proposed terms. If the District and the selected Offeror are unable to agree on the final terms within ninety (90) days, the District, in its absolute and sole discretion, may terminate negotiations and select a different Offeror that responded to the Solicitation, re-issue the Solicitation, or take such other measures as it deems reasonable, appropriate, and/or necessary.

7.1.5 Upon recommendation by the Selection Panel, and if approved by the Mayor, the ODMPED shall notify the selected Offeror(s), if any.

7.2 Evaluation Criteria

The District will evaluate responses to this Solicitation for completeness, feasibility, innovation, strength of community benefits, and the strength of the financial proposal. The basis upon which Offerors will be measured includes but not limited to the following:

7.2.1 Qualifications and Experience of Offeror
The District will more highly rate Offerors who:

- a. Demonstrate through entity experience and staff expertise that they are qualified to execute the proposed development plan(s); and

- b. Have successfully served in master developer roles for completed projects which included a mix of municipal facilities and private uses, including evidence of capability to ensure successful and timely delivery of the replacement fire station.

7.2.2 Project Financial Feasibility and Development Team Financial Capacity

The District will more highly rate Offerors who:

- a. Have the financial resources to execute the project requirements;
- b. Demonstrate a willingness to provide the District with fair consideration for its real property assets; and
- c. Demonstrate willingness to provide the District with sufficient security to ensure payment and performance through final completion of the Project.

7.3 Timeline

The District will endeavor to follow the timetable set forth below (all days are calendar days unless otherwise noted); however, the activities and timetable represented below are a guideline only and are subject to change in the District's sole discretion and without prior notice:

SELECTION PROCESS TIMETABLE (SUBJECT TO CHANGE)	
Issuance of Solicitation	May 29, 2008
Pre-Offer Conference Details Posted	June 3, 2008
Pre-Offer Conference	June 2008 (Date TBD)
Pre-Offer Conference Questions & Answers Posted	June/July 2008
Proposal Due Date (by 5:00 PM ET)	August 15, 2008
ODMPED Determination of Responsive Offers	August 22, 2008
ODMPED Review of Offers	August 29 – September 19, 2008
Offeror Interviews	September 22 – September 26, 2008
Select Offerors for Short-List (if necessary)	TBD
Short-List Offerors Presentations to Community	TBD
Tours of Short-List Offerors' Projects (if necessary)	TBD
Request for Best and Final Offers (if necessary)	TBD
Best and Final Offers Due (if necessary)	TBD
Selection of Offeror	Fall 2008

Each Offeror is required to deliver ten (10) printed copies and a CD containing the offer and supplemental materials to the ODMPED authorized representative identified below:

Senthil Sankaran
 Project Manager
 Office of the Deputy Mayor for
 Planning and Economic Development
 The John A. Wilson Building
 1350 Pennsylvania Avenue, NW, Suite 317
 Washington, D.C. 20004
senthil.sankaran@dc.gov

7.4 Pre-Offer Conference

A Pre-Offer Conference will be held at a date and location to be determined. Details regarding location and timing of the Pre-Offer Conference will be posted on the ODMPED website (<http://dcbiz.dc.gov>) by Tuesday, June 3, 2008 at 5:00 PM EST.

7.5 Questions

Any questions regarding this Solicitation should be submitted via e-mail only to senthil.sankaran@dc.gov. Offerors shall not direct questions to any other person within the District except as allowed elsewhere in this Solicitation. Responses to Offeror questions will be aggregated and posted on the ODMPED website, (<http://dcbiz.dc.gov>) by Friday, July 11, 2008 at 5:00 PM EST.

7.6 Award

7.6.1 Following receipt of notification from the District of the selection ("Selection Notification"), the selected Offeror(s) shall execute a right of entry agreement with the District to allow the selected Offeror(s) to begin its (their) due diligence and site studies.

7.6.2 The District, through the ODMPED, and the selected Offeror shall negotiate a LDDA or GLDA, which shall incorporate the requirements contained in this Solicitation and such other terms as agreed to by the ODMPED and the selected Offeror(s). Upon completion of the parties' negotiation, the ODMPED will recommend such Offeror and proposed business terms to the Mayor. If the Mayor agrees with the ODMPED's recommendation, then the Mayor will submit the proposed transaction to the Council of the District of Columbia ("Council") for its approval of the disposition in accordance with D.C. Official Code § 10-801 (2006 Supp.) and, if necessary, for its approval of an award of a contract for goods and services in excess of \$1,000,000 in accordance with D.C. Official Code §1-204.51 and/or any other required approvals or waivers from the Council in accordance with applicable District law.

7.6.3 If the District and the selected Offeror(s) are unable to agree on the final terms of an LDDA or GLDA within 180 days after the date of the Selection Notification, the ODMPED, in its sole and absolute discretion, may terminate negotiations and select a different Offeror from among the Offerors who submitted offers, or re-issue this Solicitation or take such other measures as it deems reasonable, appropriate or necessary.

7.6.4 Once approved by Council, the District and the selected Offeror(s) shall execute the proposed agreement(s), whereupon the Offeror(s) for the development opportunities shall submit to the District a performance deposit in an amount of Five Hundred Thousand Dollars (\$500,000) in the form of a standby, irrevocable letter of credit. The deposit shall secure Offeror's performance in accordance with the LDDA or GLDA and will be held by the District through the Offeror's successful completion of construction of the project. A payment and performance guaranty, which will guaranty completion of the project in accordance with the terms of the LDDA or GLDA from the Offeror, also will be required upon execution of a ground lease or at settlement.

7.6.5 In the event the disposition of the properties is through a sale, settlement on the District's sale to Offeror(s) shall be held no later than 12 months after the date of execution of the land disposition and development agreement(s) and in no event later than the expiration of the authority granted in the § 10-801 disposition resolution; provided, however, that settlement shall not occur until Offeror has received design review approval from the District and has obtained all permits required under Section 105A of Title 12A of the DCMR to commence construction (and such other conditions as may be agreed upon between the parties).

8. RESERVATIONS OF RIGHTS AND MISCELLANEOUS PROVISIONS

8.1 The District reserves the right with respect to the Solicitation to:

- a. Reject any offers that do not include legally binding LOIs between the master developer and LSDBE partners
- b. Cancel, withdraw or modify the Solicitation prior to or after the submission deadline;
- c. Modify or issue clarifications to the Solicitation prior to the submission deadline;
- d. Reject any submission it deems incomplete or unresponsive to the submission requirements;
- e. Consider a submission that is in noncompliance with the submission requirements;
- f. Reject all submissions that are submitted under the Solicitation;
- g. Modify the deadline for submissions or other actions; and
- h. Reissue (1) the Solicitation, (2) a modified Solicitation, or (3) a new Solicitation whether or not any submissions have been received in response to the initial Solicitation issuance.
- i. Subdivide the Solicitation into two or more separately bid, negotiated and contracted components, including but not limited to: replacement of Engine Company 13; other FEMS requirements; and division of Parcels A and B development rights.

The District may exercise one or more of these rights, in its sole discretion, as it may deem necessary, appropriate, or beneficial to the District.

8.2 Notice of Modifications

The District will post on its website (<http://dcbiz.dc.gov>) any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this Solicitation. Offerors shall have an obligation to check the website for any such notices and information, and the District shall have no duty to provide direct notice to Offerors.

8.3 Change in Offeror Information

If information provided in a submission changes (e.g., change or addition to any of the Offeror's team members or new financial information), the Offeror shall provide updated information in the same format for the appropriate section of the Solicitation and the District may consider the modified submission.

8.4 Ownership and Use of Submissions

All submissions shall be the property of the District. The District may use any and all ideas in any submission, whether the submission is selected or rejected.

8.5 Restricted Communications

Upon release of this Solicitation and until selection of an Offeror, Offerors shall not communicate with the ODMPED staff about the Solicitation or issues related to the Solicitation except as authorized in this Solicitation.

8.6 Selection Non-Binding

The selection by the District of an Offeror indicates only an intent by the District to negotiate with the Offeror, and the selection does not constitute a commitment by the District to execute a final agreement or contract with the Offeror.

8.7 Confidentiality

Submissions and all other information submitted in response to this Solicitation are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the

document falls within a specific exemption category. An example of an exemption category is “trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained.”

If an Offeror provides information that it believes is exempt from mandatory disclosure under FOIA (“exempt information”), the Offeror shall include the following legend on the title page of the submission:

THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT

In addition, on each page that contains information that the Offeror believes is exempt from mandatory disclosure under FOIA, the Offeror shall include the following separate legend:

THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT

On each such page, the Offeror shall also specify the exempt information and shall state the exemption category within which it believes the information falls.

Although the ODMPED will generally endeavor not to disclose information designated by the Offeror as exempt information, the ODMPED will independently determine whether the information designated by the Offeror is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by the ODMPED, at its discretion, unless otherwise prohibited by law, and the District shall have no liability related to such disclosure.

8.8 Non-Liability

By participating in the Solicitation process, the Offeror agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this solicitation.

8.9 District Reserved Rights

The District reserves the following rights, with respect to negotiations:

8.9.1 The District has the right to begin negotiations with the next preferred Offeror in the event that a development agreement cannot be executed within the allotted period of negotiations with a prior selected Offeror. The District may terminate, in its sole and absolute discretion, negotiations with any Offeror if such Offeror introduces comments or changes to a development agreement that are inconsistent with its previously submitted offer materials.

8.9.2 In the course of best and final negotiations between the parties, the District reserves the right, in its sole discretion, to make and memorialize modifications to any offer in the form of a Memorandum of Understanding between the District and the Offeror.

8.10 Other Limiting Conditions

8.10.1 If at any time after the District selects an Offeror, executes a LDDA or GLDA with the Offeror and the Offeror does not proceed, then the Offeror must notify the District in writing and provide reasons for its decision. The selected Offeror wishing to withdraw may be subject to the loss of part or all of the performance deposit and may be responsible for certain costs previously waived by the District, in addition to any other remedies available to the District under the LDDA or GLDA or by law. If the District is unable to deliver the Property or its contribution

to any joint venture, all deposits and any interest earned will be returned to Offeror and the District shall be released from any and all further liability.

8.10.2 This Project is expected to “stand alone”; thus, the Offeror is prohibited from cross collateralizing and cross defaulting the project with any other assets. Moreover, the Offeror is prohibited from assigning, pledging, hypothecating or otherwise transferring its interest in the net cash flows or ownership of the Project in part, or in its entirety, without prior District approval. Any additional debt shall require prior written District approval. This limitation shall apply until final completion of the Project.

8.10.3 The Offeror shall disclose all development management fees, general contracting fees, construction management fees, property management fees, and other fees that are paid to the Offeror or affiliated parties during the life of this Project. Failure to do so may result in the District terminating, in its sole and absolute discretion, negotiations with any Offeror.

8.10.4 The District is subject to various laws, rules, policies and agreements that impose legal and ethical constraints upon current and former District employees and consultants with regard to post-employment restrictions vis a vis such employee’s or consultant’s involvement in District-led projects. In particular, restrictions include:

- a. All Offerors, its members, agents, or employees, are prohibited from: (i) making offers of employment, (ii) conducting any negotiations for employment, (iii) employing or, (iv) entering into contracts of any sort, with current employees, consultants, or contractors to the District, who are personally and substantially involved in any aspect of this Project whatsoever.
- b. Offerors must disclose in their initial Offers, the names of any member, employee, contracted agent, or consultant who within three (3) years prior to the publication of this Solicitation, were District employees, consultants, or contractors to the District. On a going forward basis, Offerors will be required to provide the District with regular and periodic notices of any and all new hires of employees, contracted agents, or consultants within five (5) days of any such hire.
- c. This Section 8.10 shall apply to all Offerors during the conduct of this competition, and will subsequently apply to a selected Offeror until such time as final completion of development of the Project.
- d. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this Section 8.10 may result, in the District’s sole and absolute discretion, in the Offeror’s disqualification from consideration under this Solicitation, the rescission of the Offeror’s award, and/or termination of any agreement between the Offeror and the District.

APPENDICES A - G

Available for Review at the ODMPED website (<http://dcbiz.dc.gov>)

- **APPENDIX A: PARCELS A AND B BLOCK MAPS**
- **APPENDIX B: SQUARE 494 SITE PLAN**
- **APPENDIX C: SQUARE 495 LOT 102 SITE SURVEY**
- **APPENDIX D: IRREVOCABLE STANDBY FORM LETTER OF CREDIT**
- **APPENDIX E: SQUARE 495, LOT 102 PHASE II ENVIRONMENTAL SITE ASSESSMENT**
- **APPENDIX F: PHASE II ENVIRONMENTAL ON CFL SITE, SQUARE 494**
- **APPENDIX G: FEMS FIRE STATION DESIGN REQUIREMENTS**